

Terms and Conditions Governing the OCBC YES! Debit Card – New Cardholders’ Sign Up Promotion (the "Promotion")

Promotion Period

1. The Promotion Period shall be from 1 August 2020 to 30 September 2020 (both dates inclusive), or such other period as may be determined by Oversea-Chinese Banking Corporation Limited ("OCBC") in its absolute discretion ("Promotion Period").

Eligibility

2. This Promotion is only applicable to new OCBC Debit Cardholders (each an "Eligible Cardholder"):
 - (a) who apply for the OCBC YES! Debit Card (the "Card") between 1 August 2020 to 31 August 2020 via ocbc.com;
 - (b) who have their Card application approved by 31 August 2020 and made a minimum spend of S\$200 on the Qualifying Spend during the Promotion Period by 30 September 2020 in accordance to the terms and conditions of the Promotion; and
 - (c) whose YES! Debit Card account is active and in good standing with OCBC during the Promotion Period.

Illustration: A first-time OCBC debit card applicant would be eligible if he/she submits a card application to OCBC on 10 August 2020, the card application is approved on 20 August 2020, and the person then spends a minimum of S\$200 of "Qualifying Spend" by 30 September 2020.

3. New OCBC Debit Cardholders refer to persons who (i) currently do not hold an existing OCBC Debit card (i.e OCBC YES! Debit Card, FRANK Debit Card, NTUC/OCBC Plus! Visa Debit and OCBC Premier World Elite™ Debit Card) and (ii) have not held an OCBC YES! Debit Card in the previous six (6) months. Applicants who had cancelled an existing OCBC YES! Debit Card facilities within the last six (6) months prior to the commencement of this Promotion and re-applied for it under this Promotion are not eligible to participate in this Promotion. For avoidance of doubt, existing holders of OCBC Credit Cards are eligible for this Promotion if they do not hold any existing OCBC Debit Cards, and have not held an OCBC YES! Debit Card in the manner as stated above.

Rebate

4. Eligible Cardholders will receive a S\$10 rebate (the "Rebate") if they meet the conditions set out in Clause 2 above (each a "Qualified Cardholder").
5. The Rebate will be credited into a Qualified Cardholder's YES! Debit Card Account within 2 months from the end of the Promotion Period.
6. The Qualified Cardmember's YES! Debit Card account must be active and in good standing at the time of crediting.
7. A Qualifying Spend:
 - i. refers to any Visa transaction (including face to face or online purchases);
 - ii. does not include payments or transactions relating to AXS Payments, NETS, Cash withdrawal, spend incurred on or in connection with any stored value and prepaid products, and any Foreign Currency Transaction Fee that is imposed by OCBC and/or the Visa association, or any such other similar payments as determined by OCBC from time to time; and

- iii. will be determined by its transaction date based on Singapore Timing (UTC+08:00). For avoidance of doubt, the date on which the transaction is submitted or posted may differ from the actual date the transaction was made and OCBC Bank bears no liability for any late submission or transaction posting of any purchase by any merchant that might affect the Promotion.

Miscellaneous

8. The eligibility of any Qualified Cardholder to receive the Rebate shall be determined at the absolute discretion of OCBC.
9. OCBC's decision on all matters relating to the Promotion, including without limitation, any decision on the eligibility of any person to participate in the Promotion, will be final and binding on all Eligible Cardholders. No correspondence or appeal shall be entertained by OCBC. If there is any difference between these terms and conditions and any brochure, marketing or promotional material relating to Promotion, these terms and conditions will prevail.
10. OCBC reserves the right at any time without giving any reason or notice to any cardholder to deduct, withdraw or cancel any cashbacks/rewards awarded to such cardmember without liability. Such cardholder will not be entitled to any payment or compensation whatsoever in respect of such deduction, withdrawal or cancellation.
11. OCBC reserves the right to claw-back and deduct from a Qualified Cardholder's YES! Debit Card Account the equivalent value of the Rebate if (i) the Qualified Cardholder cancels or closes his/her YES! Debit Card during, or within six (6) months from the end of, the Promotion Period, or (ii) if any Qualifying Spend transaction made by that Qualified Cardholder during the Promotion Period is reversed, cancelled, refunded such that the Qualified Cardholder does not meet the minimum spend requirement set out in Clause 2(b) above. Further, if any Qualified Cardholder is subsequently discovered to be ineligible to participate in the Promotion or to receive the Rebate (which eligibility shall be determined at the discretion of OCBC), OCBC reserves the right to (i) withdraw the Rebate at any time; or (ii) claw-back the Rebate or request the relevant customer to repay to or compensate OCBC the value of the Rebate at any time, and OCBC shall have the right to debit the value of the Rebate or such other amount as it deems fit from the account(s) of the customer. No person shall be entitled to any payment or compensation from OCBC should the Rebate be withdrawn, if the Rebate is reclaimed by OCBC, or if a customer is asked to repay to or compensate OCBC the value of the Rebate for whatsoever reasons.
12. OCBC shall not be responsible for any loss or damage to any person in connection with the Promotion howsoever arising, including any error in computing chances, any breakdown or malfunction in any computer system or equipment, any notice which is misdirected or lost in the post or in transmission.
13. OCBC shall not be responsible for the quality, merchantability or fitness for any purpose or any other aspect of the Promotion and/or any product/service relating to the Promotion. Notwithstanding anything herein, OCBC shall not at any time be responsible or held liable for any defect or malfunction in any product or the deficiency in any service provided, and/or any loss, injury, damage or harm suffered or incurred by or in connection with the use of the Promotion or any product/service relating to the Promotion by any person.
14. OCBC reserves the right at its absolute discretion to terminate the Promotion or vary, delete or add to any of these terms and conditions at any time without notice including without limitation, the eligibility of any cardholder, the selection of any Qualified Cardholder and the dates of the Promotion.
15. The terms of this Promotion shall be governed by and construed in accordance with the laws of Singapore, and each participant in the Promotion irrevocably submit to the non-exclusive jurisdiction of the Singapore courts. A person who is not a party to any agreement governed by these terms and conditions does not have the right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions.